REMARKS

This paper is filed in response to the Office action mailed July 30, 2003, in which claims 1-7 are rejected. With this paper, the claims on file are unchanged, and so claims 1-7 remain in the application.

This paper is also filed pursuant to a telephone interview on Aug. 7, 2003, with the Examiner and with (Primary) Examiner Hani Kazimi (to whom applicant's attorney was referred by the Examiner's supervisor, Vincent Millin), an interview in which applicant's attorney pointed out that the present Office action (the Office action mailed July 30, 2003) is verbatim (except for what are obviously some typographical errors) the same as the Office action mailed Sept. 5, 2002, with the exception that the present Office action refers to some additional text in the Toader and Usui references (see below) applied in rejecting the claims of the application. Examiner Kazimi assured applicant's attorney that if the same response as was filed in response to the earlier (Sept. 5, 2002) Office action is filed in response to the present Office action, the re-filed response would be considered responsive. Thus, what follows is substantially the same response as was filed in response to the Office action mailed Sept. 5, 2002.

Claim rejections under 35 U.S.C. §103

At paragraph 3 of the Office action claim 1 is rejected under 35 U.S.C. §103 as being unpatentable over Egendorf (U.S. Pat. No. 5,794,221) in view of Toader (U.S. Pat. No. 5,774,869). At paragraph 4 of the Office action, claims 2-7 are rejected under 35 U.S.C. §103 as being unpatentable over Egendorf and Toader *et al.* (U.S. Pat. No. 5,774,869) as applied to claim 1, and further in view of Usui (U.S. Pat. No. 5,956,697).

Claim 1 (and so also all of the other claims of the application) are rejected based on the assertion at page 3 (ll. 3-6) of the Office action that Egendorf discloses:

> a method of billing, by a third party, for access by a consumer to information (vendor and transactional information over the Internet) made available by a vendor over a computer network (see Egendorf Abstract), the method comprising steps of: having the third party initiate billing and connect the consumer to a location of the vendor where the information resides (see Egendorf, col. 2, ll. 11-15; and col. 3, ll. 18-28),

in reading Egendorf on claim 1, which recites:

> A method of billing (a consumer), by a third party, for access by a consumer to information made available by a vendor over a computer network, with the billing based on how long the consumer elects to access the information, the method comprising the steps of: when a consumer visits a vendor network address and decides to purchase access to information from the vendor, having the consumer exercise a link that will connect the consumer to the third party; … .

The cites to Egendorf refer to "transactional information" being "transmitted between the customer and the vendor" and also being provided to the supplier (third party), who then bills the customer, possibly via the Internet. The "transactional information" is thus the information needed to invoice the customer. Therefore, for Egendorf to read on the claim 1 as asserted in the Office action, two things must be true. First, someone would be willing to pay to look at either an invoice of charges they themselves have accrued, or information needed to prepare such an invoice (vendor and transactional information). And second, assuming that the "transactional information" is what is being "transmitted between the customer and the vendor," the Office action asserts require overlooking that in the invention

the customer does not previously have the information the customer is willing to pay to view, whereas in Egendorf the customer already does have the information (since the customer knows what the customer has selected to purchase and what each purchase costs). Applicant respectfully submits it is highly unlikely anyone would be willing to pay to look at such "information," and so likening such "information" to the information recited in the claims is unjustified. The specification makes clear that the term "information" used in the claims refers to one or another information document (see e.g. p. 5, ll. 5-6) a consumer might reasonably be expected to agree to pay to view.

Thus, since it is highly improbable that consumers would want to pay to see bills (or information needed to prepare a bill) having charges the consumers have themselves accrued, all of the rejections of the Office action ought to be withdrawn.

Further argument in respect to the rejection of claim 1

Further to the above argument, claim 1 is directed to a method of billing, by a third party, for access by a consumer to information (information a consumer would reasonably likely be willing to pay to view) made available by a vendor over a computer network, with the billing based on how long the consumer elects to access the information, and recites three steps for billing for timed access to information. None of the cited references even sets out the problem of how to do this, i.e. how to charge consumers for timed access to information the consumer wants to view. The primary reference, Egendorf, is directed to a system by which the purchaser of products or services offered for sale over the Internet (as opposed to being *provided* over the Internet, as in providing a web page or web document or other file of information over the Internet) by a vendor is billed by the Internet service provider used by the purchaser, thereby

eliminating the need for the purchaser to provide account information, such as a credit card, to each vendor from whom the consumer would like to purchase products or services offered for sale over the Internet. Neither Egendorf nor the secondary references teach or suggest it would even be useful to provide to a consumer information over the Internet and then charge the consumer for how long the consumer looks at the information. (As mentioned in applicant's response to the Office action mailed July 18, 2001, Egendorf generally uses the phraseology "products and services *purchased* over the Internet" [emphasis added], as opposed to *provided* over the Internet. See for example the abstract. Egendorf does however mention that a product or service purchased over the Internet according to the system disclosed in Egendorf may then be *"delivered"* over the Internet, (see col. 3, line 14), but the products and services mentioned are then actually *delivered, i.e. given* to the purchaser, as opposed to allowing timed access to the products.)

In the first recited step of the invention as claimed in claim 1, when a consumer visits a vendor network address and decides to purchase access to information from the vendor, the method provides for having the consumer exercise a *link* that will connect the consumer to the third party. Applicant's attorney has already made express for the record that the term "link" is used in the application as a term of art, indicating a reference to another document or to a program (software application) in a hypertext system, such as the World Wide Web, and has the property that when a user of a browser having an interface providing a link, clicks on (or *exercises*) the link, the browser is said to take the user to the web page/ document/ program, i.e. it provides a referred to document to the user or executes a program referred to by the link. Thus, in the first recited step, when the user exercises (clicks on) the link (called the pricetag link in the application) connecting the consumer to the third

party, the browser/ computer software interface being used by the consumer, causes a web page to be presented to the consumer indicating that the consumer is connected to the third party, i.e. the that the browser of the consumer is accessing a web page (called the pricetag page) hosted by a server operated by the third party. All of this is set out in the application beginning at page 6, line 21. Neither Egendorf nor either of the two secondary references teach or suggest having a vendor provide a link to connect a consumer to a third party. The Office action concedes that Egendorf teaches no such link, but asserts that Toader at col. 4, lines 6-40 does so. At the cited location Toader describes not the exercise of a link (as in the term of art as explained above) offered by a vendor (i.e. by a vendor server to which the consumer is connected) to the third party, but instead only the use of Internet access software for a PC that interfaces the PC with an Enhanced Entry Server to provide access to the Internet (as opposed to specific information available over the Internet or other computer network), using a unique PIN associated with a calling card prepaid by a vendor entitling the user to limited Internet access time and/ or calling time, starting with a forced tour of a predetermined web page of the vendor, but allowing the user to surf (freely) the Internet until the prepaid time expires after the forced tour (which therefore serves as the "price of admission" to the Internet paid by the user). Thus, whereas the consumer according to the invention accesses a vendor server and from there exercises a *link* to a third party, Toader teaches a user running Internet connect software resident on the user's computer, not a vendor server, to access, ultimately, the entire Internet, not to connect to a third party; Toader does not teach or suggest the use of a *link* as that term is used in claim 1 or in any of the claims of the application (as anyone reading the specification would reasonably understand), and so claim 1 does not read on

Toader's teaching special Internet connect software that connects a user to the web page of a vendor (the sponsor that prepaid for the Internet access).

In a next step according to the invention as claimed in claim 1, the method provides for having the third party initiate billing and connect the consumer to a location of the vendor where the information resides, and in initiating billing of the consumer, the third party begins timing access by the consumer to the information made available by the vendor. The Office action concedes that Egendorf nowhere teaches such a step, but asserts that Toader does so, at col. 2, line 62 to col. 3, line 3. However, at the cited location, Toader teaches only distributing to consumers special telephone calling cards providing instructions for calling a toll free telephone number to order software that can be loaded onto the user's computer to let the user's computer access the Internet and to do so for free, for a limited time (via a prepaid account identified by a PIN included with the special telephone calling card), some of which time is spent conducting the user on the forced tour mentioned above. There is no teaching or suggestion of connecting the consumer to the information the consumer indicated an interest in paying to see. To read this step of the invention onto Toader would require that "the information" recited in the step be analogized to the web page of the vendor that the user is *forced* to view (see col. 3, lines 37-39, where the tour is described as a "mandatory" guided tour), not information the user has indicated, by the exercise of the link in the first recited step, that the user is interested in viewing and willing to pay to view. Instead, the Office action asserts a combination of teachings resulting in a system that charges a user for viewing information (via the mandatory guided tour) the user has never indicated an interest in viewing, but will put up with viewing so as to be able to surf the Internet for a while for free.

In a next recited step according to the invention as claimed in claim 1, the method provides for making available means by which the third party is made aware of when the consumer finishes accessing the information. The Office does not assert that any of the cited references teach such a step, and on that ground alone the rejection ought to be withdrawn, but the Office does assert that Toader teaches "billing based on how long the consumer elects to access the information." Applicant respectfully submits that first, Toader nowhere teaches billing the consumer at all (that it is the consumer who is being billed by the third party and not the venfor is made clear in claim 1 by the first step, where it is recited that "a consumer visits a vendor network address and *decides to purchase access to information* from the vendor," and applicant would be amenable to any suggestion by the Examiner for making it even more clear that it is the consumer that is being billed, a limitation expressed explicitly in all of the other claims of the application). Second, to read the third recited step on Toader, "the information" recited in the step must be read on the Internet as a whole, since after the forced tour, the user is free to surf the Internet and it is the user's access to the Internet as a whole that is being timed, but as is made clear from the specification throughout, "the information" of the claimed method refers not to the Internet as a whole, but to specific information (one or another information document) made available over the Internet, and made available for a charge to the consumer, based on how long the consumer accesses the information (document). Applicant respectfully submits that the Office has already indicated it accepts that the invention as claimed in claim 1 is directed to providing access to specific information (and charging for that access based on how long the information is viewed) because otherwise the rejections of the Office action mailed July 18, 2001, using Usui as the secondary reference, would have been maintained, but were not maintained

when applicant's attorney argued that Usui, like Toader, teaches only timing access to the Internet *as a whole*.

Further argument in respect to the rejections of claims 2-7

Further with respect to the other independent claims of the application, namely claims 2 and 5, the method of the invention is set out in these claims so as to include at least the same limitations as set out in claim 1, and so the same arguments used in respect to claim 1 would apply also to claims 2-7, except that the Office action relies not only on Egendorf and Toader, but also Usui, since the Office action concedes that neither Egendorf nor Toader disclose various of the limitations of claims 2 and 5 (namely those indicated at pages 4 and 5 of the Office action), but asserts that Usui does, citing col. 2, ll. 15-51 and col. 2, ll. 60+ and other locations. Applicant respectfully submits that, as mentioned above, like Toader et al, Usui (at the cited locations and elsewhere) teaches only timing access to the Internet *as a whole*, and there is simply no mechanism disclosed in Usui for how to time access to a particular information document ("information" in the terminology of claim 1) made available by a vendor over a computer network, and more specifically, there is therefore no teaching or suggestion by Usui of making available a means by which a third party is made aware of when a consumer finishes accessing information made available by a vendor over a computer network, as claimed in claim 1 and in claims 2 and 5 (claim 2 reciting, "having the third party return to the consumer an end session link, which the consumer can use to terminate the purchase of access to information from the vendor earlier than waiting for the maximum duration of access to expire," and claim 5 reciting, "making available a means by which the third party is able to determine when access by the consumer to the information is terminated"). Instead, there is merely a teaching of providing an authentication database including authentication data--consisting of a so-called access status rate--to indicate a predetermined available time for use of the Internet. (See Usui at col. 2, ll. 29-32.)

For all of the foregoing reasons, it is respectfully requested that the rejections under 35 U.S.C. §103 of claims 1, 2 and 5, and of all of the other claims of the application (since the other claims depend from either claim 2 or claim 5) be reconsidered and withdrawn.

CONCLUSION

For the reasons given above, it is believed that claims 1-7 are in condition for allowance and their passage to issue is earnestly solicited.

Aug. 11, 2003
Date

Respectfully submitted,

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